

1899-046
Lee Co.

Chancery Causes: William R. Zion vs. H. L. Sprinkle &c

Pennington, Hurst

-Deed

CA-Debt
T. -Property

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:

Humbly complaining your orator, William P. Zion, would respectfully represent and show unto your honor that on the 2nd day of November, 1892 he sold and delivered and conveyed unto H. L. Sprinkle a certain tract or parcel of land lying in Lee County Virginia, containing 13 and three tenths acres, being lot No. 2 assigned to your said orator in the chancery cause of M. W. Zion vs J. M. Zion et al, for the sum of Forty Dollars, and turned over to your said orator a note on J. D. Pennington as security to the said payment, for which note the said J. D. Pennington on the 1st day of Feby. 1897 executed his new note for the seventy five dollar note with its accumulated interest. The said note has never been paid, as your orator represents unto your honor, and the said J. D. Pennington is insolvent and no debt can be made out of him. Your orator will further represent and show unto your honor that when he made the said deed of conveyance to the said H. L. Sprinkle he reserved in the said deed his vendor's lien, and he here files the said deed as evidence of that fact. Your orator will further represent unto your orator that he was advised by one W. S. Hurst that he had purchased the said land from the said Sprinkle, and had paid him therefor. Being without adequate remedy at law, your orator is advised that he is entitled to maintain a suit in chancery for the purpose of enforcing the payment of the said sum of money which the courts of equity declare to be a lien upon the said land and who undertake to enforce the payment of the same.

The prayer therefor of your orator is that the said H. L. Sprinkle, J. D. Pennington and W. S. Hurst be made parties defendant to the said bill of complaint, and that they each be required to answer the same, but not upon oath that being waived, and that upon a hearing of this cause a decree be rendered for the sale of the said land or so much thereof as shall be necessary to pay your

orator's said debt, and that all other relief be granted your orator that his cause in equity demands, and he will, as in duty bound ever pray &c.

Peunyeptaw Bros p. q.

William P. Zia,

v. ⁱⁿ Sir Chauncy

H. R. Sprinkle & Co

Pennington Bros p.g.
1898 1st Feb'y rules & p. executed
+ Decree nisi
" 2nd Decree nisi confirmed
+ Cause set for hearing

1899 Moh T. Dec Final
Order Book 6 P 256

Plffs Costs

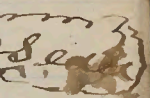
~~Check~~ 5.48
~~Law~~ 1.50
~~Shff~~ 2.00
~~atty~~ 15.00

Plffs Costs

C 4.74
J 1.50
S. 1.50
N. P. 1.50
wits .50
\$9.74

Defts Costs

J P 2.28

one day after date I bind
my self heirs &c to pay Mrs D. Zion
one hundred and three dollars & 64 $\frac{1}{2}$
cts for a piece of land lying in
wolf harbor in the pocket country
in Lee co on the said piece or tract
of Land containing nine acres
witness my hand and seal
this Feb the first 1897
J. D. Spring 

L. M. Zion witness

I Pennington
to Kate

Virginia.

To the Hon. W. T. Miller Judge
of the circuit court of Lee County:

The ^{separate} answer of H. G. Sprinkle one
of the defendants to a bill of
complaint ^{filed against} him, J. D. Pennington
and W. S. Hurst in the circuit
court of the county of Lee by
W. P. Jor complainant.

The respondent reserving to himself
the benefit of all just exceptions
to the said bill for answer thereto,
or to so much thereof as he is
advised that is material he should
answer, answers and says that:

It is true that the complainant
did sell to your respondent H. G.
Sprinkle the tract of land described
in said complainant's bill, for the
sum of seventy five dollars, which
sum of money was secured by a note
~~presented~~ executed to your respondent by one
J. D. Pennington and assigned by your
respondent to said complainant. And
it is further true that said complain-
ant reserved a vendors lien upon said
land. ~~And further that your respondent~~
~~says that it is true that he~~

But this respondent denies that ^{the} purchase price of said land has never been paid as is alleged by said complainant; ~~to~~ & in as much as the said complainant accepted the said note of \$75⁰⁰ on the said J.D. Pennington, and permitted the said J.D. Pennington to execute unto him the said complainant ~~his~~ a new note in lieu of the note ~~executed~~ assigned by ~~the~~ your respondent; and since that time on divers occasions the complainant has permitted the said J.D. Pennington to renew said note compounding the interest thereon until the debt now amounts to \$103⁶⁴/₁₀₀.

Your respondent further answers that at the time he assigned said note to said complainant, and for many years thereafter, the said J.D. Pennington was solvent and the said note could have been collected and that, if the said complainant has ~~now~~ not received his money for said land that it is ~~his~~ by his own negligence, and it would be greatly to your respondent's prejudice to subject the said lands to the payment of said complainant's demands, in as much as your respondent has been totally deprived of his remedy against

against the said J. D. Pennington
by the wrongful acts of said complainant.
and that the loss of said lands falls
wholly on you complainant.

And having fully answered the
complainant's bill, prays to be hence
dismissed with his reasonable costs
by him in this behalf expended, and
he will ever pray, etc.

W. L. Sprinkle defendant.

Virginia. Lee county: Set.

This day personally appeared before me
A. B. Mursey clerk of the circuit court
for the county and state aforesaid, 1898.
Sprinkle whose answer is above written,
and made oath that the statements
contained in the said answer, so far
as made of his own knowledge are true;
and so far as made from knowledge,
or information derived from others, they
are believed to be true.

Given under my hand this 13 day of
June 1898. A. B. Mursey Clerk

The Court objects to the filing
of this answer because the answer
if true would not deprive plaintiff
of his time. Plaintiff's
for complete

Wm. D. Jones
at } for Chancery

H. G. Sprinkle

Answer of H. G. Sprinkle

Filed in open Court and
by leave thereof June
14th 1898
Wm. D. Jones Clerk

And your respect

Wm. P. Zinn Complt. }
vs } In Chancery.
H. L. Sprinkle Deft }

This cause came on this day to be heard upon the bill of the Complt., the ~~depositions~~ answer of the defendant, replication thereto, the depositions of witnesses and was argued by counsel: On consideration whereof and by the consent of the parties, and in consideration said defendant has made and executed to said Complt. a deed to the land in the bill and proceedings mentioned it is adjudged, ordered and decreed that this cause be dismissed and stricken from the docket, ~~and~~ the costs of the suit, including atty's. fees of \$5⁰⁰ to be paid by the plaintiff; and said Complt. ~~has~~ is granted leave to withdraw from the files of this suit the deed of himself & wife to said defendant for recordation.

Wm P. Ziani

vs } Deems Final

H. I. Sprinkle

Eu. C. O. B. No 6 p. 256.

Enter this

March 8 1899.

W. F. M.

W. P. Zion
vs
H. L. Sprinkle et al } In Chancery

On motion of H. L. Sprinkle one of
the defendants in this cause, by his
counsel, the decree entered in this
cause on the 10 day of June 1898. is
hereby set aside and the defendant
to which answer the complaint is refused ~~to~~ ^{is} allowed
is allowed to file his answer, and
the cause is continued.

W. P. Zion
vs } Order

H. L. Sprinkle et al

Eu. C. O. D 6 p. 134.

Entered this
June 11/98
M. F. M.

W.P. Xion,

Complainant,

vs.

In Chancery

H.L. Sprinkle and J.D. Pennington,

Defendants.

This cause came on this day to be heard upon the bill of the complainants and exhibits filed therewith, and the defendants having been duly summoned to appear, and failing to appear, plead or answer, the bill of the said complainant is taken for confessed, and was argued by counsel. On consideration of all which and for reasons appearing to the court it is adjudged, ordered and decreed that the plaintiff recover of the defendants the sum of One Hundred and three Dollars 64 cents with interest thereon from the first day of February, 1898, until paid; and it appearing to the court that the said complainant hath a lien upon a certain tract of land described in exhibit "deed", it is further adjudged ordered and decreed that unless said sum of money be paid within 30 days from the date of this decree, that R.L. Pennington, who is hereby appointed a special commissioner for the purpose, will after having executed bond before the clerk of this court in the penalty of \$300.00 conditioned ~~and~~ the law requires, and after having given notice of the time terms and place of sale for thirty days by written or printed notices posted at the front door of the court house, in the neighborhood of the said land, and at such other places as said comm. shall deem expedient, make sale of said land in the bill and proceedings mentioned at the front door of the court house for Lee County to the highest bidder on a credit of 6 and 12 months time except a sum sufficient to pay the costs of these proceedings and the commissions of sale, which will be required to be paid in hand, and for the deferred payments the said commissioner will take bonds payable to himself with approved personal security, and he will report his action to the court at the next term and this cause is continued.

The deposition of W.P. Zion, Taken before me Thomas H. Gibson, a Notary Public for the County of Lee, and State of Virginia, pursuant to notice hereto annexed, at the office of R.L. Pennington, in the town of Jonesville, Va. on the 22nd. day of August 1898, between the hours of 8 A.M. & 5 P.M. of that day, to be read as evidence in the behalf of W.P. Zion, in a certain suit in chancery, depending in the circuit court of the County of Lee wherein W.P. Zion is plaintiff & H.L. Sprinkle et als are defts. Present R.L. Pennington, attorney for the plaintiff - no one for the defendants.

Witness W.P. Zion, being duly sworn, deposes as follows:

Ques. 1. State your age and residence and occupation?

Ans. My age is fifty seven; residence - Towels, Virginia; occupation, farmer.

Ques. 2. What is your relation to the suit in question?

Ans. I am the plaintiff.

Ques. 3. Please state as near as you can the transaction between you on the one side and H.L. Sprinkle & J.D. Pennington on the other wherein you conveyed a tract of land sought to be sold in this suit to H.L. Sprinkle, taking the note of J.D. Pennington & reserving the deed to Sprinkle, a vendors

lien."

Ans. 3: I sold him ^(Sprinkle) the land mentioned in the deed filed in this suit. And instead of taking Sprinkle's note, J. D. Pennington, at the instance of Sprinkle, executed to me a note of seventy five dollars. Sometime afterward, and after the date of said deed, I called on J. D. Pennington for payment of the note. He did not have the money as he claimed, and I asked him to execute another note instead of the seventy five dollar note, and include in the new note the interest which had accrued on the seventy five dollar note. Said note was made payable one day after date. Sometime ~~thereafter~~ ^{after} that I called on said J. D. Pennington for the payment of the said new note, and he again claimed that he could not pay, I again asked him for another note including principal ~~and~~ interest, which said note was made payable one day after date, and is the note filed with the bill. When Sprinkle asked me to take Pennington's note instead of his own, he asked me to release my lien upon the land and I refused to do so, saying to him that I would take Pennington's note and if he paid it, it would be alright; but until it was paid, I would retain my lien on the property.

Ques. 4: It is stated in the answer of H. L. Sprinkle that the seventy five dollar note mentioned in the deed was executed to said Sprinkle by said J. D. Pennington and by

Said Sprinkle assigned to you. Is this true?

Ans. 4: No, my recollection is the note was executed by J. D. Pennington & made payable to me, and was not assigned by Sprinkle.

Ques. 5: Did H. L. Sprinkle ever call upon you or request you to make your money out of said Pennington note or to release him from the lien which you held on the land in question?

Answer 5: He did not.

Ques. 6: Did you make any effort to collect from J. D. Pennington the money due by him on said notes?

Ans. 6: I frequently called on J. D. Pennington for the payment of the notes, but each time he would tell me that he did not have the money and could not settle the note. The note sued on should be credited with the payment of six dollars and eighty cents as of June the 11th 1897. And further this deponent saith not.

Wm P. Zion

Virginia, County of Lee, to wit:

I, Thos. H. Gibson, a Notary Public for the County of Lee, in said State, do hereby certify that the foregoing depositions of Wm P. Zion, were duly taken, sworn to and subscribed before me, at the times and place, and for the purpose in the caption hereto mentioned.

Given under my hand this 22nd. day of August, 1898.
Thos. H. Gibson, Notary Public

Wm P. Zion
vs Deposition in Chancery

H. L. Sprinkle

Received from T. H. Gibson
the Notary before whom
taken and filed August
22nd 1898.

A. B. Munsey Clerk

Costs of Notary 75¢

H. Spruick & J. S. Pennington

TAKE NOTICE. That I on the 22nd day of

August, 1898, At the office of Robt. L. Pennington
in the town of Jamesville Ga. between the hours
of 8 A.M. & 8 P.M. of that day
will proceed to take the deposition of W. F. Zion et al

which, when taken, is intended to be read as evidence on our behalf in a certain suit in Chancery
now pending in the Circuit Court of Lee County, State of Ga., in which
I am plaintiff and
you are defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the
taking thereof will be adjourned from time to time, and from place to place, until completed.

Aug 15, 1898.

Very Respectfully,

W. F. Zion
By Counsel.

Executed May. 16. 1898 by delivering a true copy
of the within notice to H. L. Sprinkle, & not-
finding J. D. Pennington at his usual place
of abode, further executing as to him by de-
livering a true copy of the within notice to Mattie
Pennington, wife of said J. D. Pennington, a
member of his family, some the age of 16 years
at his usual place of abode on this 16 May, 1898
but planning to her the same notice and
notice.

E. S. Stapleton &
for M. or Weston

Attorneys to H. L. Sprinkle
noted & filed May
22. 1898.

Notice
to the Defendants
J. D. Pennington &
Mattie Pennington

H. L. Sprinkle -

The depositions of J. D. Pennington
taken before me A. G. Hyatt a Notary
Public for Lee Co. by agreement at the
law office of Pennington Bros. in Jones-
ville, on the 20th day of Feb. 1899, to
be read as evidence in behalf H. L. Sprinkle
in a certain suit in equity, depending in
the Circuit Court of Lee County, wherein
W. P. Zion is plaintiff, and H. L. Sprinkle
is defendant.

Present { J. C. Noel atty for defendant
R. L. Pennington for plaintiff.

The witness J. D. Pennington being duly sworn
deposes as follows:

- (1) Ques. State your name, age, and occupation
1 ans James D Pennington. Age 45, and
am a mechanic by trade.
- (2) Ques Are you acquainted with W. P.
Zion & H. L. Sprinkle parties to
this suit?
- (2) ans. I am well acquainted with
both of them
- (3) Ques Do you know of a land sale
from H. L. Sprinkle to W. P. Zion

in the Pocket Country, covering
part of tract of land assigned
to W.P. Zion in Chancery Cause of M.P.
Zion vs J.M. Zion et al.

Ans (3) I do know of such sale,

Ques 4 Do you know how A.L. Sprinkle
settled with said Zion for the said
land

Ans (4) I do not.

Ques 5 I hand you a Bond signed
by J.D. Pennington, made payable to
W.P. Zion for the sum of \$103 ⁶⁴/₁₀₀ And which
note is attached to the Bill in Chancery
in Case W.P. Zion vs A.L. Sprinkle et al.,
Please state whether or not you exe-
cuted said Bond, And for what
purpose it was given.

Ans (5) I did execute the Bond mentioned
and same ^{was} for a ^{note} ~~debt~~ which I had
previously executed to said Sprinkle
for the sum of \$75.00

Ques 6 Was the Sprinkle note you mention
assigned to W.P. Zion?

Ans (6) I do not remember. He, brought (W.P. Zion)

the same to me, and I executed the bond mentioned above, in its stead. The old note was then torn up. The note as first given to said Zion was for a smaller amount than \$103 $\frac{64}{2}$. But was renewed from time to time, and interest added and compounded.

Ques (7) At the time you first executed the first note to W & Zion in lieu of Spanick's note, was you solvent?

Ans (7) I was,

Ques (8) At the time you executed the last bond mentioned for \$103 $\frac{64}{2}$ could it have been made out of your effects,

Ans (8) I don't remember, but think it could, I had in my possession at that time a considerable amount of lumber & land, But there was two or three judgments against me then,

Ques 9 Do you remember the date of the first note you executed to Spanick for \$7500?

Ans (9) I think it was some time in 1892

Ques 10 Do you remember when it was presented to you by W^d Zion?

Ans (10) I think it was in January 1893.

Ques (11) Did W^d Zion state that he had traded for the note, and anything of the terms of trade?

Ans (11) He did state that he had obtained it in a land trade with said L. Sprinkle,

Ques (12) State whether or not, at all times from the date you executed the first note to W^d Zion in lieu of the Sprinkle note up to the date you executed the last, you was solvent.

Ans. (12) I was.

Cross Examination

Ques (1) How came you to execute the new notes mentioned above, to W^d Zion instead of paying the Cash?

Ans (1) I did not have the money in hand at the time notes matured and by agreement with said Zion executed the renewals from time to time.

Ques (2) Did not W^d Zion apply to you for

payment of the notes, and did not
you claim to him that you did not
have the money And Could not pay them,

Ans (2) ~~He~~ did. But as before stated I did
not just then have the money and by
agreement with him I executed the
renewals instead of paying Cosh.

Ques 3 Do you claim that you was solvent
up to the date of executing the last note.

Ans 3 Yes.

And further this deponent
saith not

J. D. Pennington

Virginia Lee County to wit

I, a ~~notary~~ a Notary Public for the County
of Lee in said State do hereby Certify,
that the foregoing deposition of J D
Pennington ~~was~~ duly taken, sworn to
and subscribed before me, at the time
and place, and for the purpose in
the Caption hereto mentioned,

Given under my hand this 20th
day of February 1899.

Alfred B. Notary Public

W. A. Zions
vs E. Depositions

H. L. Spunkle

Received from A. H. Hyatt
the Notary before whom
taken filed July 20th 1899
A. B. Munsey Clerk

Cost: —

Notarys Fee

1 hour 75

Witness 50

\$1.25

The deposition of A. G. Sprinkle
taken before me J. S. Garrison
a Justice of the peace for Lee
County, by agreement at the law
office of E. W. Pennington in
Pennington Gap on the 28 day
of Feb 1899. to be read as
evidence in behalf of A. G. Sprinkle
in a certain suit in equity, depending
in the circuit court of Lee County
wherein W. P. Zion is Plaintiff and
A. G. Sprinkle is defendant—
Present. J. C. Noel Atty for defendant
E. W. Pennington V. .. Plaintiff.

The witness A. G. Sprinkle being
duly sworn deposes as follows:

Ques 1) Are you defendant in this cause?
Ans yes sir.

Ques 2 Please state whether or not you purchased
from W. P. Zion the plaintiff in this
cause the land mentioned in the said
plaintiffs bill filed in this cause.

Ans I did.

Ques 3 Please state how you paid the said
W. P. Zion for the said land.

Ans I let him have a note on J. D. Pennington
\$75 for both tracts

Ques 4 Please state whether or not the said note on J.D. Pennington was made payable to your self or to W.P. Zion

Ans It was made to myself and I assigned it to W.P. Zion in payment for the land

Ques 5 About when was that note executed to you?

Ans About 1891 or 1892

Ques 6 Please state whether or not you knew the said W.P. Zion was allowing the said J.D. Pennington to renew the said note from time to time and compounding the interest there on?

Ans This question and any answer thereto is objected to Because 1st is leading and 2nd it assumes matters and things not proven. W.P. Zion

by counsel

Ans I knew nothing about the renewal thereof and supposed it had been paid by J.D. Pennington.

Ques 7 I hand you a bond or note for the sum of one hundred + three $\frac{64}{100}$ dollars signed by J.D. Pennington and attached to the said W.P. Zion's bill of complaint in this cause and filed as an exhibit therewith. please examine and state whether or not it is the same note or bond

That you turned over or paid to the said W.P. Zinn for the said land mentioned in his bill of complaint; and if not the same state wherein it differs

Ans It is not the same note. The note I let Mr Zinn have was a seventy five dollar note. The first seventy five dollar note was payable to me and this one is to W.P. Zinn

Ques 8 I now hand you a deed filed by the plaintiff with his bill of complaint and ask you to state whether or not you ever saw that deed before or whether you had any information that it contained a clause reserving a vendors lien on said land

Ans Objected to. Because immaterial & irrelevant and impertinent W.P. Zinn
by council.

Ans I never saw the deed and did not know it contained the clause retaining the vendors lien. Mr Zinn told me that he had made the deed but said nothing about the vendors lien.

Ques 9 The note for seventy five dollars on J.D. Pennington which you speak of having turned over to Mr Zinn. Was it given to the said Zinn as security for the

purchase price of said land or given
as the payment in full
Objected to because leading and immaterial and because it seeks to impeach
the deed under which Sprinkle claims
title to the land in question.

W.P. Zion

by council

Ans It was given as payment in full and
not as security.

Ques The foregoing answer is accepted to
because it does not correspond with
the answer filed in said bill

W.P. Zion

by council

Ques 10 When did you first learn that the said
W.P. Zion had not collected the seventy
five dollars from J.D. Pennington?

Ans I don't know but suppose it was at the
time process was served on me of this
suit.

Ques 11 Had you known within a reasonable
time or within two or three years after
you assigned the said J.D. Pennington
note for seventy five dollars to the said
W.P. Zion, that he had not collected the
same, could you have collected it off of
said J.D. Pennington

Ans I suppose I could, he was considered good at that time

Ques 12 Could you now at this time or at the time this suit was brought collect or have collected the said sum of seventy five dollars off of the said J.D. Pennington?

Ans I don't think I could he is not now considered solvent.

Cross Examine.

Ques 13 For what was the original note of seventy five dollars executed to you by J.D. Pennington

Objected to because immaterial irrelevant and impertinent.

Ans It was given to me for a tract of land on wolf harbor supposed to contain nine acres

Ques 14 Is it not a fact that said note of seventy five dollars was executed to you for the land mentioned in the deed filed in this cause of the Plaintiff and wife to you

Ans It was not it was executed for the said nine acres

Ques 15 From whom and when did you buy the said nine acres

Ans Of W.P. Zion at the same time I bought

the land described in deed of Nov. 2nd 1892
filed in this cause and was to give him
seventy dollars for both tracts

Ques 17 When you made said purchase was there
any contract of so where was they

Ans There was no contracts in writing that
I have any recollection of

Ques 18 After you had bought said two tracts
of land of said W.P. Zion and before
any writings or deeds were drawn signed
and delivered did you not contract
to said J.D. Pennington said nine
acres for ninety dollars fifteen dollars
paid down and said seventy five
dollar note ~~and have an agreement~~
among you, W.P. Zion and Pennington
that he Zion was to make you a deed
to the land in this cause mentioned
and a deed to Pennington for the
nine acres

Ans Before any writings were signed between
Zion and myself and after I had agreed
to purchase both of said tracts of land
from said Zion I contracted said
nine acres to J.D. Pennington for
ninety dollars fifteen dollars which
he paid me some time after and

executed me the said seventy five dollar note for the residue and we agreed that Gion was to make deed to said J. D. Pennington for the nine acres and to me for the tract here in controversy

Ques 18 Do you claim title to the land mentioned in deed of Nov 2nd 1892 filed in this cause? If so how do you claim title thereto?

Ans I do claim title by virtue of Pennington's note.

Ques 19 You do not claim title thereto by virtue of said deed? Do you?

Ans I claim I ought to have title by the note I gave on J. D. Pennington for seventy five dollars

Ques 20 Do you claim any title to said land mentioned in deed dated Nov 24th 1892 and filed in this cause?

Ans Yes I do.

Ques 21 Was there any agreement between you and Gion as to who should prepare the deed to said two tracts of land? If so who was to?

Ans Nothing said that I remember of

Ques 22 To refresh your memory; Was it not agreed by you and Mr Gion that J. D. G. Hyatt was to prepare said two deeds

and given to execute the one for you and leave it in said Hyatts possession for you; and you to pay for the making of one and given the other?

Ans I dont remember but dont say that it did not occur that way.

Ques 23 I find on the first page of your answer to this cause this language: "It is true the complainant did sell to your respondent and H. L. Sprunk the tract of land described in said complaints bill for the sum of seventy five dollars which sum of money was secured by a note executed to your respondent by one J. D. Pennington and assigned by your respondent to said complainant;" And in this deposition you say in answer to question nine "it meaning the seventy five dollar note heretofore spoken of by you" was given as payment in full and not as security;

Please state which is the correct statement the one in your said answer or the one in your deposition

Ans I let him have the note as pay^{in full} mention the land is all the way I know how to answer

Ques 24 State whether or not the complainant in this cause soon after the date of said deed of November 2nd 1892 did not inform you that he had made executed and delivered to J. D. G. Hayatt said deed for you
Ans I don't remember of him saying what he had done with it, but said he had made me a deed.

Ques 25 After you had information that said deed was made did you not or some one claiming under you take from the land included in said deed the timber therefrom.

Ans No Sir I did not take it nor authorize any one else to do so

Ques 26 State whether or not J. D. Pennington or any one for him ever paid you said seventy five dollar note or any part thereof.

Ans No Sir

Re examinations

Ques 27 In Question 23 cross examination you was asked which was correct the quotation in said question taken from your answer to the plaintiffs bill of complaint or your answer to question ^{in your deposition} nine, which is also quoted in question 23

I will ask you to state whether ~~or not~~
you or your council preferred said
answer to said bill and also state
whether or not you read said answer
yourself or only heard it - read by your
council.

Ans My council preferred the answer and
read it to me.

Ques 28 Did you understand the language quoted
from said answer in question 23 of your
deposition here at the time you signed
said answer to mean that the said note
was given as a security for said twenty
five dollars payment for said land or
to mean a payment in full for said
land

Ans I thought the language meant that the
note was given as a payment in full
Re cross examination

Ques 29 If you give security in a business trans-
action say for money borrowed by you
do you understand such to mean a pay-
ment for you?
Objected to, because purely hypothetical
and misleading.

H. L. Sprinkle
by council

Ans No sir

Ques 30 You do then understand the difference between payment and security?

Ans I do

Ques 31 Who proposed and read your answer for you?

Ans J. C. Nail

Ques 32 Did he read it to you correctly?

Ans I don't know but suppose he did.

Ques 33 You have had said answer read to you how to day have you?

Ans Yes sir.

Ques 34 Does it read as, at the time your council read it to you

Ans I cannot remember it was read to me hurriedly

Ques 35 What is your best recollection as to whether it reads now as it did when your council read it to you

Ans I have no recollection ^{now} as to how it read then

Ques 36 Is it your signature to said answer?

Ans Yes sir.

And further this deponent sayeth not

W. L. Sprinkle

Virginia

Lee County Court.

I J.S. Garrison a Justice of the Peace for
the County of Lee in the said State, do here-
by certify that the foregoing deposition of
H. L. Sprinkle was duly taken, sworn to,
and subscribed before me, at the time
and place, and for the purpose therein
mentioned.

Given under my hand this Feb 28th 1899

J.S. Garrison J.P.



H. L. Sprinkle.

advs { Depos

W.P. From

Received by mail in good
Condition & filed March 2^d
1899. A. J. Murray, Clerk

J.S. Garrison's Cost \$2.25

J. P. 1899 25.

This Deed made this the
2nd day of November 1892, between
Wm P. Zion & Eliza Zion his wife
of the first part, and H. L.
Sprinkle of the second part
both parties of the County of
Lee State of Virginia Witnesseth
that the parties of the first
part, for and in consideration
of the sum of Forty Dollars
secured to be paid, in
a note of Seventy five Dollars
executed by J. D. Pennington to
the parties of the first part,
they do by these presents
grant bargain, sell, and
convey, with Covenants of
general warranty, unto the
party of the second part a
certain Tract or lot of land
lying in the Pocket on the
South side of the North Fork
of Powell's River, Being lot #2
as assigned Wm P. Zion by Court.

in the Chancery Cause of M. W. Zion
vs J. M. Zion et al - and described
in Plat No. 2. Beginning at (A) a
stake & Chestnut Sprouts Corner to
lot No 1. then with original line
S $61\frac{1}{2}^{\circ}$ W $18\frac{8}{100}$ poles to (E) a stake and
pointers about 2 poles East of a
small hollow, S 15° E $12\frac{3}{4}$ poles
to F a stake on top of Stone
Mountain & with top of same
as it meanders N 66° E $18\frac{3}{4}$ poles
to (B) a stake Corner to lot No 1,
and with lines of same N 15° W
125 poles to (A) the Beginning
Containing $14\frac{3}{10}$ Acres, witness
the following signatures and
seals. But be it expressly under-
stood that the vendors lien
is hereby retained on this land
until the purchase price therefor
is fully paid this date above
written

Wm. P. Zion Seal

E. Liza Zion Seal

Virginia Lee County to wit:

J. J. Al Hyatt clerk of the
circuit Court for County and

State aforesaid do hereby
certify that Wm P Zion
and Eliza Zion his wife
whose names are signed to
the foregoing deed bearing
date on the 2^d day of Novem-
ber 1892, have acknowledged
the same before me in my
Office aforesaid, Given
under my hand this 2^d day
of November 1892.

J. A. Hyatt
C. C.

W. Springle to L. P. P.
B. 28/10/36

W. Springle
From ~~Dec~~
Mr. P. Springle

Southwest Virginian, {
Jonesville, Va. }

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon

*H. L. Sprinkle and
James D. Pennington & W. S. Hurst*

to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the
Rules to be holden for said court, on the *1st* Monday in *February*, 189*8*, to answer
a bill in Chancery, exhibited against *them* in our court by *W. P.*

Zion

And have then there this writ.

Witness, A B. MUNSEY, Clerk of our said court, at the court-house, the *7th* day of

January 189*8*, and in the 12^{*2nd*} year of the Commonwealth.

A copy—Teste:

Clerk,

A. B. Munsey Clerk.

W. P. Zion

VS. { SUBPENA
IN CHANCERY.

H. L. Sprinkle et als

P. Bros P. Q.

TO Ed. Leby Rul. s. 1898

CIRCUIT COURT

Executed in part
Jan 15th 1898 delivering
an attested off. c. Copy
of the writ to H. L.
Sprinkle & W. S. Hunt
W. P. Weston sgl

Further Executed
Jan 22 1898
By delivery of an
attested off. c. Copy
of the writ & summons
to James D. Penington
& S. S. Stetson sgl
for W. P. Weston sgl